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EXAMINER

JOHNSON, GREGORY L

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 10/785,473	Applicant(s) ALLSUP ET AL.	
	Examiner GREGORY JOHNSON	Art Unit 3691	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 10 April 2009.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1,2 and 4-28 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1,2 and 4-28 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

1. This communication is in response to the amendment filed April 10, 2009.

Status of Claims

2. Claims 1-2, 4-5, 7-9, 12, 17, 19 and 25-28 have been amended. Claim 3 has been canceled. Claims 6, 10-11, 13-16, 18 and 20-24 are original. **Claims 1-2 and 4-28 are pending.**

Response to Arguments

3. Applicant presented no arguments in the response filed 4/10/2009. Applicant's lack of arguments and amendments have been interpreted as being a direct result of the Office Action filed 2/13/2009, which recited Claims 1-28 would be allowable if rewritten or amended to overcome the objections, and the rejection(s) under 35 U.S.C. § 112, (1st and 2nd paragraphs) and 35 U.S.C. § 101.

Allowable Subject Matter

4. The indicated allowability of claims 1-2 and 4-28 is withdrawn in view of the newly discovered reference(s) in Allsup (multiple), Gil and Brown. Rejections based on the newly cited reference(s) follows below.

Claim Objections

5. Claims 8 and 27-28 were previously objected to; however, in view of Applicant's amendments the objections are withdrawn.

6. Claims 1, 4, 7-8, 12, 16, 18-19 and 28 are objected to because of the following informalities:

Claims 1, 4, 7, 12, 16 and 19 have limitations that do not begin with an ing' verb. Generally, good claim drafting should include process steps that begin with an ing' verb, such as filing, obtaining, calculating, etc.

Claim 1 recites (last limitation) "said service provider providing access to a computer database by a third party for monitoring..." As currently drafted, the "monitoring" has been considered as intended use; and is therefore granted no patentable weight. Applicant may consider the following amendments to overcome the objections directed to the lack of an ing' verb and patentable weight for monitoring (minus the bullets):

- providing the third party with access to a computer database, said access being provided by the service provider;
- monitoring by the third party of the process of one or more of the steps comprising filing a claim with the SSA for SSDI on behalf of the disabled individual, obtaining SSDI for the claimant as a result of the filing of the claim with the SSA, calculating an amount of the overpaid benefits or

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electronically recovering from the deposit account the preauthorized, predetermined amount of overpaid benefits.

Note: This would require that all limitations explicitly recite the entity performing each of the steps; thereby making the claim language very clear.

Claim 4 also contains some limitations that could be re-drafted to begin with a verb+ing. Applicant may consider the following amendments (minus the bullets):

- ~~said service provider~~ obtaining authorization by the service provider from the claimant for electronic capture of the overpaid disability insurance benefit before the receipt of a SSDI...
- ~~said service provider~~ providing to the client, by the service provider, computerized access to pre-selected steps of the method through an interactive computer program whereby the client can monitor progress of the recovery of the overpaid disability insurance benefit.

Claims 7 (last limitation), **8** (last limitation), **12** (wherein limitations), **16** (steps a, b, and e) and **19** (all four limitations) can all be redrafted to begin with a verb+ing.

Claim 7 recites (7th limitation) "..., said calculation and submission performed electronically **by computer** by the third party;" The claim would read better by reciting "... **by a computer of the third party;**"

Claim 18 recites "further comprising deducting applicable fees from the calculated overpayment to the third party." Applicant may consider amending the claim

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to recite “further comprising deducting applicable fees from the calculated overpayment prior to returning the calculated overpayment to the third party.”

Claim 28 recites “further comprises the service provider providing computer access **by** the third party...” Perhaps “by” should be replaced with “to”?

Claim Rejections - 35 USC § 112

7. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claim 26-28 were previously rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the enablement requirement. However, in view of Applicant’s amendments, the rejections are withdrawn.

8. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

9. Claims 1-5, 8-15 and 19-25 were previously rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. However, in view of Applicant’s amendments, these rejections have been withdrawn.

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10. Claims 1-2 and 4-26 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claim 1 recites in the preamble “allowing **access** by the third party **to the method** of the service provider.” It is unclear how access to a method is accomplished. Access to a computer or system performing the method would be understandable. Claim 1 also recites a step of calculating. It is unclear as to how the calculating is being performed (e.g. manually or by a computer; and if so who’s computer). Appropriate correction is required.

Claim 1 recites a process containing the steps of obtaining, filing, calculating, and recovering. However, claim 1 fails to recite what is done with the recovered overpaid benefits. It has been interpreted that the overall goal of the method was to (a) provide assistance to a disabled individual with the filing and collecting of SSDI benefits and (b) provide assistance to a third party in recovering overpaid benefits provided to the disabled individual. There is no step where the recovered overpaid benefits are provided to the third party. Claim 2, which depends from claim 1, does not cure this deficiency. As interpreted, without this step, the service provider retains the overpaid benefits. Does the disclosure support this? If not, appropriate correction is required.

Claims 4, 6, 8, 12, 16 and 26 (including their respective dependent claims) also fail to disclose a step where the recovered overpaid benefits are provided to the third party / client.

Claim 4 recites in the last limitation “providing client computerized access to steps of the method...” It is unclear how one would access steps of a method. Providing access to a computer or system that is performing the steps of the method would be understandable. Appropriate correction is required.

Claim 5 recites “...providing the client access to steps of the method ... providing the client access to a step....” It is unclear how one would provide access to a step of a method. Providing access to a computer or system that is performing the steps of the method would be understandable. Appropriate correction is required.

Claims 6 and 16 have been interpreted as being drawn to the apparatus statutory category because of the use of “system” in the preamble. The body of an apparatus claims should recite the structure of the apparatus. The claims recite computer processor and computer software; however computer software can not be considered structural subject matter in an apparatus. Appropriate correction is required.

Claims 7 and 12 recite in the preamble that the method steps are performed by the service provider; however, in the body of the claim there are steps performed by the

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third party (i.e. the body of the claims contradict what is recited in the preamble).

Appropriate correction is required.

Claims 7 and 17 recite the following limitations:

- determining if the claimant qualifies for SSDI from the SSA; and
- filing a claim for the claimant with the SSA **to qualify** for SSDI.

The two steps appear to be accomplishing the same thing ... does the claimant qualify for SSDI. If the determining step determines whether or not the claimant qualifies for SSDI, then why is a filing a claim necessary to also see if the claimant qualifies for SSDI? The language is unclear as to the purpose and/or need for filing a claim. The Examiner can understand if filing the claim is for the purpose to collect SSDI. Appropriate correction is required.

Claim 8 also recites “calculating an amount of overpaid...” It is unclear if this essential step is performed manually or by a computer. For clarity, Applicant should amend to recite “calculating, by a computer, an amount of overpaid...”

Claim 8 recites “a method performed by a service provider.” Claim 8 also recites a “third party participating in the performance of at least one of the steps ...” It is unclear what Applicant means by “participating in.” If all of the steps are performed by the service provider, exactly what action is taken by the third party that could be construed as participating in? Appropriate correction is required.

Claims 26-28 also recite the language “participating in.”

Claim 12 recites the limitation "wherein the service provides..." in the 2nd limitation. There is insufficient antecedent basis for this limitation in the claim. Appropriate correction is required.

Claim 17 recites "obtaining access to a deposit account held by the claimant." It is unclear what "obtaining access" means. This could be interpreted as authorized access or unauthorized access (e.g. IRS). Appropriate correction is required.

Claim 17 recites "providing access to steps of the method ... computerized access to those step." It is unclear how one would provide access to a step of a method. Providing access to a computer or system that is performing the steps of the method would be understandable. Appropriate correction is required.

Claim 19 recites the limitation "a result of filing of **the claim** with the SSA" in 1st limitation. There is insufficient antecedent basis for this limitation in the claim. Appropriate correction is required.

Claim 19 recites (second limitation) "**calculating** and electronically **submitting** to the service provider..."

It is unclear who/what is doing the calculating and submitting. Applicants should clarify who/what is performing this particular steps. Appropriate correction is required.

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Claim 26 recites “automatically recovering” in the 1st and 2nd limitations. It is unclear as to how the automatic recovering is performed. Appropriate correction is required.

Claims 2, 9-11, 13-15, 18 and 20-25 are rejected to because of their dependency on either claim 1, 4, 8, 12, 17 or 19.

Claim Rejections - 35 USC § 101

11. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

12. Claims 1-5, 7-15 and 17-25 were previously rejected under 35 U.S.C. 101 because the claimed invention was directed to non-statutory subject matter. However, in view of Applicant’s amendments, the rejections have been withdrawn.

Double Patenting

13. The nonstatutory double patenting rejection is based on a judicially created doctrine grounded in public policy (a policy reflected in the statute) so as to prevent the unjustified or improper timewise extension of the “right to exclude” granted by a patent and to prevent possible harassment by multiple assignees. A nonstatutory obviousness-type double patenting rejection is appropriate where the conflicting claims are not identical, but at least one examined application claim is not patentably distinct from the reference claim(s) because the examined application claim is either anticipated by, or would have been obvious over, the reference claim(s). See, e.g., *In re Berg*, 140 F.3d 1428, 46 USPQ2d 1226 (Fed. Cir. 1998); *In re Goodman*, 11 F.3d 1046, 29 USPQ2d 2010 (Fed. Cir. 1993); *In re Longi*, 759 F.2d 887, 225 USPQ 645 (Fed. Cir. 1985); *In re Van Ornum*, 686 F.2d 937, 214 USPQ 761 (CCPA 1982); *In re Vogel*, 422 F.2d 438, 164 USPQ 619 (CCPA 1970); and *In re Thorington*, 418 F.2d 528, 163 USPQ 644 (CCPA 1969).

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A timely filed terminal disclaimer in compliance with 37 CFR 1.321(c) or 1.321(d) may be used to overcome an actual or provisional rejection based on a nonstatutory double patenting ground provided the conflicting application or patent either is shown to be commonly owned with this application, or claims an invention made as a result of activities undertaken within the scope of a joint research agreement.

Effective January 1, 1994, a registered attorney or agent of record may sign a terminal disclaimer. A terminal disclaimer signed by the assignee must fully comply with 37 CFR 3.73(b).

14. Acknowledgement is made regarding Terminal Disclaimer **filed** 7/2/2009. Said Terminal Disclaimer being **approved** on 7/27/2009.

Claim Rejections - 35 USC § 103

15. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

16. The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

17. **Claims 1, 4, 26 and 28** are rejected under 35 U.S.C. 103(a) as being unpatentable over Allsup, "Enter Workers' Compensation Savings" (hereinafter Allsup), in view of Gil et al., Pub. No. 2002/0188513 (hereinafter Gil).

As per claim 1, Allsup discloses a method of obtaining Social Security disability insurance benefits (SSDI) from the Social Security Administration (SSA) for a disabled individual, recovering overpaid benefits made by a third party by a service provider, and allowing access by the third party to the method of the service provider, comprising:

- obtaining from the disabled individual preauthorization for direct recovery of the overpaid benefits from a deposit account (See section “Electronic Overpayment Recovery”);
- filing a claim with the SSA for SSDI on behalf of the disabled individual (See section “Electronic Overpayment Recovery”);
- calculating an amount of overpaid benefits previously provided to the disabled person by the third party to be recovered (See section “Offset Verification”);
- obtaining SSDI for the disabled individual as a result of the filing of the claim with the SSA, said SSDI being directly deposited by the SSA into the deposit account (See section “Electronic Overpayment Recovery”);
- electronically recovering from the deposit account by computer a preauthorized, predetermined amount of overpaid benefits previously provided to the disabled person by the third party after the deposit of SSDI by the SSA in the disabled individual's deposit account (See section “Electronic Overpayment Recovery”).

Allsup does not disclose the following limitation:

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- said service provider providing access to a computer database by a third party for monitoring by the third party of the progress of the afore recited steps, said monitoring being performed concurrently with the afore recited steps performed by the service provider.

Gil teaches a method reporting in a supply chain involving an enterprise (Applicant's third party) and at least one partner (Applicant's service provider). Gil teaches that the enterprise can request access to real-time data stored in the partner's system, wherein the real-time data relates to a transaction in which the partner is involved. Gil teaches that the method converts the real-time data into a usable format usable and provides the data over a network to the enterprise (Abstract and ¶0009-0010).

Gil also teaches that vertically integrated, centrally managed business models are rapidly giving way to decentralized business models leveraging outsourcing and that the rationale behind outsourcing is simple: focus on core competencies, and for everything else, transfer responsibility to various types of service providers (or "partners") who can employ economies of scale and provide geographic coverage for product distribution, service, and manufacturing (¶0004).

It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as taught by Gil within Allsup for the motivation to provide a method for effectively coordinating execution of actions and events across a supply chain (¶0006).

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As per claim 4, Allsup discloses a method by which a service provider can improve the rate of recovery and decrease collection time from a claimant of an overpaid disability insurance benefit paid to the claimant by a client of the service provider, after an award of SSDI and the claimant's receipt of SSDI payments, comprising,

- said service provider obtaining authorization from the claimant for electronic capture of the overpaid disability insurance benefit before the receipt of a SSDI payment, establishing direct deposit of SSDI in a deposit account, and then electronically capturing by computer from the deposit account a predetermined amount of long-term disability benefits previously provided to the claimant by the client, wherein the electronic capture is completed after a SSDI payment is directly deposited in the deposit account but before it is removed from the deposit account by the claimant (See section "Electronic Overpayment Recovery").

Allsup does not disclose the following limitation:

- said service provider providing the client computerized access to steps of the method through an interactive computer program whereby the client can monitor progress of the recovery of the overpaid disability insurance benefit.

Gil teaches a method reporting in a supply chain involving an enterprise (Applicant's third party) and at least one partner (Applicant's service provider). Gil teaches that the enterprise can request access to real-time data stored in the partner's system, wherein the real-time data relates to a transaction in which the partner is

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involved. Gil teaches that the method converts the real-time data into a usable format usable and provides the data over a network to the enterprise (Abstract and ¶¶0009-0010). In addition Gil teaches the use of a graphical user interface (GUI) [See ¶¶0073, ¶¶0078, ¶¶0116, ¶¶0171-0173 and ¶¶0178, which discusses features, such as data analysis, for the enterprise and its' partner).

Gil also teaches that vertically integrated, centrally managed business models are rapidly giving way to decentralized business models leveraging outsourcing and that the rationale behind outsourcing is simple: focus on core competencies, and for everything else, transfer responsibility to various types of service providers (or "partners") who can employ economies of scale and provide geographic coverage for product distribution, service, and manufacturing (¶¶0004).

It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as taught by Gil within Allsup for the motivation to provide a method for effectively coordinating execution of actions and events across a supply chain (¶¶0006).

As per claim 26, Allsup discloses a method comprising steps of

- obtaining Social Security disability insurance benefits (SSDI) from the Social Security Administration (SSA) for a disabled individual and automatically recovering by a service provider a predetermined amount of overpaid benefits made by a third party from the disabled individual's account (See section "Electronic Overpayment Recovery"), the method further comprising:

Allsup does not disclose the following limitation:

- monitoring of and participating in the step of automatically recovering the predetermined amount of overpaid benefits from the disabled individual's account, said monitoring and participating step being performed by computer by a third party client of the service provider.

Gil teaches a method reporting in a supply chain involving an enterprise (Applicant's third party) and at least one partner (Applicant's service provider). Gil teaches that the enterprise can request access to real-time data stored in the partner's system, wherein the real-time data relates to a transaction in which the partner is involved. Gil teaches that the method converts the real-time data into a usable format usable and provides the data over a network to the enterprise (Abstract and ¶¶0009-0010).

Gil also teaches that vertically integrated, centrally managed business models are rapidly giving way to decentralized business models leveraging outsourcing and that the rationale behind outsourcing is simple: focus on core competencies, and for everything else, transfer responsibility to various types of service providers (or "partners") who can employ economies of scale and provide geographic coverage for product distribution, service, and manufacturing (¶¶0004).

It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as taught by Gil within Allsup for the motivation to provide a method for effectively coordinating execution of actions and events across a supply chain (¶¶0006).

As per claim 28, Allsup does not disclose the following limitation:

- wherein the monitoring of and participating in the step of automatically recovering the predetermined amount of overpaid benefits from the disabled individual's account further comprises the service provider providing computer access by the third party to a service provider database comprising data which the third party client can utilize to monitor and participate in the step.

Gil teaches a method reporting in a supply chain involving an enterprise (Applicant's third party) and at least one partner (Applicant's service provider). Gil teaches that the enterprise can request access to real-time data stored in the partner's system, wherein the real-time data relates to a transaction in which the partner is involved. Gil teaches that the method converts the real-time data into a usable format usable and provides the data over a network to the enterprise (Abstract and ¶¶0009-0010).

Gil also teaches that vertically integrated, centrally managed business models are rapidly giving way to decentralized business models leveraging outsourcing and that the rationale behind outsourcing is simple: focus on core competencies, and for everything else, transfer responsibility to various types of service providers (or "partners") who can employ economies of scale and provide geographic coverage for product distribution, service, and manufacturing (¶¶0004).

It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as taught by Gil within

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Allsup for the motivation to provide a method for effectively coordinating execution of actions and events across a supply chain (§0006).

18. Claims 2, 5 and 27 are rejected under 35 U.S.C. 103(a) as being unpatentable over Allsup and Gill as applied to claims 1, 4 and 26 above, and further in view of Daryle Glynn Brown, "Computer to weed out public housing cheats" (hereinafter Brown).

As per claims 2, 5 and 27, neither Allsup nor Gil discloses or teaches the following limitation:

- wherein the step of calculating the predetermined amount of overpaid benefits to be recovered is performed by the third party instead of the service provider;
- wherein the step of the service provider providing the client access to steps of the method through an interactive computer program further comprises providing the client access to a step of calculating the predetermined amount of long-term disability benefits to be captured and allowing said client to calculate the predetermined amount of long-term disability benefits to be captured; and
- wherein the participation in the step of automatically recovering the predetermined amount of overpaid benefits by a computer by the third party client of the service provider further comprises calculating and submitting by computer the predetermined overpayment amount by the third party.

Brown teaches that the St. Petersburg Housing Authority in 1988 decided to "computer match" their tenant records with a program operated by the U.S. Department of Housing and Urban Development (HUD). The match is an effort to weed out public housing tenants who have cheated the federal government by receiving housing assistance payments higher than they were entitled to. Brown teaches that if there are discrepancies, HUD will calculate the amount of overpayment, then refer the case to the Housing Authority for collection (i.e. one entity calculates the overpayment, while a second entity handles the collection).

Allsup and Brown are both directed to collecting overpayments that were made to individuals in the form of assistance. Therefore, it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include in the overpayment collection method as disclosed by Allsup, the method of having a first entity calculated the overpayment amount, while a second entity handles the collection as taught by Brown, since the claimed invention is simply a substitution of one known element for another (i.e. who performs the overpayment calculation), and one of ordinary skill in that art would have recognized that the results of the substitution were predictable. See MPEP 2143 (Rev. 6, Sept. 2007), Rationale (B).

19. Claims 6 and 12-15 are rejected under 35 U.S.C. 103(a) as being unpatentable over Allsup, in view of Gill and Brown.

As per claim 6, Allsup discloses a data processing system for managing a disability insurance overpayment recovery service for recovery of an overpaid disability benefit from a claimant comprising:

- a computer processor for processing data (See section “Offset Verification”); and
- computer software configured to perform data processing functions (See section “Offset Verification”) comprising:
 - a). monitoring the progress of a claim for SSDI on behalf of a claimant and receipt of an award of SSDI from the SSA for the claimant (See section “Electronic Overpayment Recovery”),
 - b). calculating the overpaid amount of long-term disability Insurance benefits (See section “Electronic Overpayment Recovery”); and
 - e). recovering from a deposit account the calculated overpaid amount of long-term disability benefits paid to the claimant by the third party client after the award of SSDI by SSA and receipt of SSDI payments (See section “Electronic Overpayment Recovery”).

Allsup does not disclose the following limitation:

- said monitoring performed by a third party client;

Gil teaches a method reporting in a supply chain involving an enterprise (Applicant’s third party) and at least one partner (Applicant’s service provider). Gil teaches that the enterprise can request access to real-time data stored in the partner's system, wherein the real-time data relates to a transaction in which the partner is

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involved. Gil teaches that the method converts the real-time data into a usable format usable and provides the data over a network to the enterprise (Abstract and ¶0009-0010).

Gil also teaches that vertically integrated, centrally managed business models are rapidly giving way to decentralized business models leveraging outsourcing and that the rationale behind outsourcing is simple: focus on core competencies, and for everything else, transfer responsibility to various types of service providers (or "partners") who can employ economies of scale and provide geographic coverage for product distribution, service, and manufacturing (¶0004).

It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as taught by Gil within Allsup for the motivation to provide a method for effectively coordinating execution of actions and events across a supply chain (¶0006).

Allsup also does not disclose the following limitation:

- b.) accessing a database by the third party client, said database including data from which an overpaid amount of long-term disability insurance benefits paid to the claimant by the third party client can be calculated by the third party client;

Brown teaches that the St. Petersburg Housing Authority in 1988 decided to "computer match" their tenant records with a program operated by the U.S. Department of Housing and Urban Development (HUD). The match is an effort to weed out public housing tenants who have cheated the federal government by receiving housing assistance payments higher than they were entitled to. Brown teaches that if there are

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discrepancies, HUD will calculate the amount of overpayment, then refer the case to the Housing Authority for collection (i.e. one entity calculates the overpayment, while a second entity handles the collection).

Allsup and Brown are both directed to collecting overpayments that were made to individuals in the form of assistance. Therefore, it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include in the overpayment collection method as disclosed by Allsup, the method of having a first entity calculated the overpayment amount, while a second entity handles the collection as taught by Brown, since the claimed invention is simply a substitution of one known element for another (i.e. LT-benefits vs. housing assistance), and one of ordinary skill in that art would have recognized that the results of the substitution were predictable. See MPEP 2143 (Rev. 6, Sept. 2007), Rationale (B).

As per claim 12, Allsup discloses a method performed by a service provider of improving the rate of recovery and decreasing collection time from a claimant of an overpaid disability insurance benefit after an award of SSDI and the claimant's receipt of SSDI comprising

- electronically capturing from a deposit account by computer a predetermined amount of long-term disability benefits previously provided to the disabled person by a third party (See section "Electronic Overpayment Recovery"),

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- wherein the electronic capture is completed by computer before the predetermined amount is removed from the deposit account by the disabled individual (See section "Electronic Overpayment Recovery").

Allsup does not disclose the following limitation:

- wherein the service provides the third party with access to a computer database through which the third party can monitor by computer selected steps of the method.

Gil teaches a method reporting in a supply chain involving an enterprise (Applicant's third party) and at least one partner (Applicant's service provider). Gil teaches that the enterprise can request access to real-time data stored in the partner's system, wherein the real-time data relates to a transaction in which the partner is involved. Gil teaches that the method converts the real-time data into a usable format usable and provides the data over a network to the enterprise (Abstract and ¶0009-0010).

Gil also teaches that vertically integrated, centrally managed business models are rapidly giving way to decentralized business models leveraging outsourcing and that the rationale behind outsourcing is simple: focus on core competencies, and for everything else, transfer responsibility to various types of service providers (or "partners") who can employ economies of scale and provide geographic coverage for product distribution, service, and manufacturing (¶0004).

It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as taught by Gil within

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Allsup for the motivation to provide a method for effectively coordinating execution of actions and events across a supply chain (§0006).

Allsup also does not disclose the following limitation:

- wherein the predetermined amount of long-term disability benefits being captured is calculated and electronically submitted by the third party by computer.

Brown teaches that the St. Petersburg Housing Authority in 1988 decided to "computer match" their tenant records with a program operated by the U.S. Department of Housing and Urban Development (HUD). The match is an effort to weed out public housing tenants who have cheated the federal government by receiving housing assistance payments higher than they were entitled to. Brown teaches that if there are discrepancies, HUD will calculate the amount of overpayment, then refer the case to the Housing Authority for collection (i.e. one entity calculates the overpayment, while a second entity handles the collection).

Allsup and Brown are both directed to collecting overpayments that were made to individuals in the form of assistance. Therefore, it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include in the overpayment collection method as disclosed by Allsup, the method of having a first entity calculated the overpayment amount, while a second entity handles the collection as taught by Brown, since the claimed invention is simply a substitution of one known element for another (i.e. who performs the overpayment calculation), and one of ordinary skill in that art would have recognized that the results of the substitution were predictable. See MPEP 2143 (Rev. 6, Sept. 2007), Rationale (B).

As per claims 13-15, Allsup discloses the following limitations:

- further comprising establishing with the SSA a direct deposit of the SSDI benefit in the claimant's deposit account (See section "Electronic Overpayment Recovery");
- further comprising obtaining authorization from the claimant to electronically capture the predetermined amount of long-term disability benefits from the claimant's deposit account before the SSA makes a direct deposit of the SSDI benefit in the claimant's deposit account (See section "Electronic Overpayment Recovery"); and
- further comprising obtaining authorization from the claimant to electronically capture the predetermined amount of long-term disability benefits from the claimant's deposit account after the SSA makes a direct deposit of the SSDI benefit in the claimant's deposit account (See section "Electronic Overpayment Recovery").

20. Claim 7 is rejected under 35 U.S.C. 103(a) as being unpatentable over Allsup, in view of Brown and Allsup-corpser.htm, "Web archive printout:" (hereinafter Allsup-corpser.htm).

As per claim 7, Allsup discloses a method performed by a service provider of obtaining SSDI for a claimant and recovering an overpayment of long-term disability benefits previously paid to the claimant by a third party comprising:

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- filing a claim for the claimant with the SSA to qualify for SSDI (See section “Electronic Overpayment Recovery”);
- obtaining authorization from the claimant to recover from a deposit account overpaid long-term disability benefits paid to the claimant by the third party (See section “Electronic Overpayment Recovery”);
- establishing direct transfer of SSDI from the SSA to the deposit account (See section “Electronic Overpayment Recovery”);
- determining a date of the direct transfer of SSDI from the SSA to the deposit account (See section “Electronic Overpayment Recovery”);
- determining an amount of the SSDI benefit to which the claimant is entitled (See section “Offset Verification”);
- calculating and submitting an amount of overpaid long-term disability benefits paid to the claimant by a third party (See section “Offset Verification” and “Electronic Overpayment Recovery”),
- electronically accessing the deposit account by the service provider (See section “Electronic Overpayment Recovery”);
- automatically recovering from the deposit account the calculated overpayment amount by computer by the service provider (See section “Electronic Overpayment Recovery”); and
- said service provider returning the calculated overpayment amount to the third party (See section “Electronic Overpayment Recovery”).

Allsup does not disclose the following limitation:

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- determining if the claimant qualifies for SSDI from the SSA.

Allsup-corpser.htm teaches (pg. 2) that Allsup Inc. identifies early retirees of an employer who became disabled after separation and who qualify for Social Security disability benefits and Medicare.

It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as taught by Allsup-corpser.htm within Allsup for the motivation to provide a that improves early retirees' cash position (pg. 2).

Allsup also does not disclose the following limitation:

- said calculation and submission performed electronically by computer by the third party;

Brown teaches that the St. Petersburg Housing Authority in 1988 decided to "computer match" their tenant records with a program operated by the U.S. Department of Housing and Urban Development (HUD). The match is an effort to weed out public housing tenants who have cheated the federal government by receiving housing assistance payments higher than they were entitled to. Brown teaches that if there are discrepancies, HUD will calculate the amount of overpayment, then refer the case to the Housing Authority for collection (i.e. one entity calculates the overpayment, while a second entity handles the collection).

Allsup and Brown are both directed to collecting overpayments that were made to individuals in the form of assistance. Therefore, it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include in the overpayment collection method as disclosed by Allsup, the method of having a first entity calculated

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the overpayment amount, while a second entity handles the collection as taught by Brown, since the claimed invention is simply a substitution of one known element for another (i.e. who performs the overpayment calculation), and one of ordinary skill in that art would have recognized that the results of the substitution were predictable. See MPEP 2143 (Rev. 6, Sept. 2007), Rationale (B).

21. Claims 8-11 and 16-17 are rejected under 35 U.S.C. 103(a) as being unpatentable over Allsup, in view Gil and Allsup-corpser.htm.

As per claim 8, Allsup discloses a method performed by a service provider of recovering overpaid long-term disability benefits paid to a claimant by a third party after obtaining SSDI for the claimant from the SSA comprising:

- determining if the claimant qualifies to receive SSDI (See section “Electronic Overpayment Recovery”);
- obtaining preauthorization from the claimant to electronically recover funds from a deposit account (See section “Electronic Overpayment Recovery”);
- filing a claim with the SSA for SSDI on behalf of the claimant (See section “Electronic Overpayment Recovery”);
- obtaining SSDI for the claimant as a result of the filing of the claim with the SSA (See section “Electronic Overpayment Recovery”);
- establishing direct deposit of SSDI into the deposit account (See section “Electronic Overpayment Recovery”);

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- calculating an amount of overpaid long-term disability benefits paid to the claimant (See section “Electronic Overpayment Recovery”);
- electronically recovering from the deposit account by computer the calculated amount of long-term disability benefits paid to the claimant after the direct deposit of SSDI by SSA into the deposit account (See section “Electronic Overpayment Recovery”); and

Allsup does not disclose the following limitation:

- determining if the claimant qualifies to receive SSDI.

Allsup-corpser.htm teaches (pg. 2) that Allsup Inc. identifies early retirees of an employer who became disabled after separation and who qualify for Social Security disability benefits and Medicare.

It would have been obvious to one of ordinary skill in the art at the time of Applicant’s invention to include the aforementioned limitation as taught by Allsup-corpser.htm within Allsup for the motivation to provide a that improves early retirees’ cash position (pg. 2).

Allsup does not disclose the following:

- the service provider allowing access by the third party to a computer configured to perform at least one of the above-recited steps whereby the third party can monitor and participate in the performance of at least one of the steps of filing a claim with the SSA for SSDI on behalf of the claimant, obtaining SSDI for the claimant as a result of the filing of the claim with the SSA, establishing direct deposit of SSDI into the deposit account, calculating an amount of overpaid long-term disability benefits

paid to the claimant, or electronically recovering from the deposit account the calculated amount of long -term disability benefits paid to the claimant after the direct deposit of SSDI by SSA into the deposit account.

Gil teaches a method reporting in a supply chain involving an enterprise (Applicant's third party) and at least one partner (Applicant's service provider). Gil teaches that the enterprise can request access to real-time data stored in the partner's system, wherein the real-time data relates to a transaction in which the partner is involved. Gil teaches that the method converts the real-time data into a usable format usable and provides the data over a network to the enterprise (Abstract and ¶¶0009-0010).

Gil also teaches that vertically integrated, centrally managed business models are rapidly giving way to decentralized business models leveraging outsourcing and that the rationale behind outsourcing is simple: focus on core competencies, and for everything else, transfer responsibility to various types of service providers (or "partners") who can employ economies of scale and provide geographic coverage for product distribution, service, and manufacturing (¶¶0004).

It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as taught by Gil within Allsup for the motivation to provide a method for effectively coordinating execution of actions and events across a supply chain (¶¶0006).

As per claims 9-11, Allsup discloses the following limitations:

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- wherein the step of obtaining from the disabled individual authorization for electronic recovery of a predetermined amount of long-term disability benefits from a deposit account occurs after the step of obtaining an award of SSDI (See section “Electronic Overpayment Recovery”);
- further comprising the step of obtaining a date of the direct deposit of SSDI into the deposit account by the SSA after filing a claim with the SSA for SSDI (See section “Electronic Overpayment Recovery”); and
- wherein the step of calculating the amount of overpaid long-term disability benefits paid to the claimant is performed by the third party (See section “Electronic Overpayment Recovery”).

As per claim 16, Allsup discloses a data processing system for managing a disability insurance overpayment recovery service provided by a service provider for recovery of an overpaid disability benefit from a disabled individual previously paid by a third party, comprising:

- a computer processor for processing data (See section “Offset Verification”); and
- computer software configured to perform data processing functions (See section “Offset Verification”) comprising:
 - a). the service provider determining if the disabled individual qualifies to receive SSDI from the SSA (See section “Electronic Overpayment Recovery”);

- b). the service provider filing a claim for SSDI with the SSA on behalf of the disabled individual (See section “Electronic Overpayment Recovery”);
- d). calculating an overpaid amount of long-term disability insurance benefit (See section “Electronic Overpayment Recovery”); and
- e). the service provider recovering from a deposit account the calculated overpaid amount of long-term disability benefit, after the award of SSDI by SSA and receipt of the SSDI benefit in the deposit account (See section “Electronic Overpayment Recovery”).

Allsup does not disclose the following limitation:

- a). the service provider determining if the disabled individual qualifies to receive SSDI from the SSA.

Allsup-corpser.htm teaches (pg. 2) that Allsup Inc. identifies early retirees of an employer who became disabled after separation and who qualify for Social Security disability benefits and Medicare.

It would have been obvious to one of ordinary skill in the art at the time of Applicant’s invention to include the aforementioned limitation as taught by Allsup-corpser.htm within Allsup for the motivation to provide a that improves early retirees’ cash position (pg. 2).

Allsup also does not disclose the following limitation:

- c). monitoring by the third party of the progress of the claim for SSDI and receipt of an award of SSDI from the SSA;

Gil teaches a method reporting in a supply chain involving an enterprise (Applicant’s third party) and at least one partner (Applicant’s service provider). Gil

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teaches that the enterprise can request access to real-time data stored in the partner's system, wherein the real-time data relates to a transaction in which the partner is involved. Gil teaches that the method converts the real-time data into a usable format usable and provides the data over a network to the enterprise (Abstract and ¶¶0009-0010).

Gil also teaches that vertically integrated, centrally managed business models are rapidly giving way to decentralized business models leveraging outsourcing and that the rationale behind outsourcing is simple: focus on core competencies, and for everything else, transfer responsibility to various types of service providers (or "partners") who can employ economies of scale and provide geographic coverage for product distribution, service, and manufacturing (¶¶0004).

It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as taught by Gil within Allsup for the motivation to provide a method for effectively coordinating execution of actions and events across a supply chain (¶¶0006).

As per claim 17, Allsup discloses a method of obtaining SSDI for a claimant and recovering an overpayment of long-term disability benefits previously paid to the claimant by a third party performed by a service provider, comprising:

- filing a claim for the claimant with the SSA to qualify for SSDI (See section "Electronic Overpayment Recovery");

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- determining if the claimant qualifies for a recovery of an overpayment of long- term disability benefits paid to the claimant by a third party (See section “Electronic Overpayment Recovery”);
- obtaining access to a deposit account held by the claimant (See section “Electronic Overpayment Recovery”);
- establishing direct payment of SSDI from the SSA to the deposit account (See section “Electronic Overpayment Recovery”);
- calculating an amount of overpayment of long-term disability benefits in the deposit account paid to the claimant by a third party (See section “Offset Verification”);
- accessing the deposit account held by the claimant (See section “Electronic Overpayment Recovery”);
- electronically recovering by a computer from the deposit account held by the claimant the calculated overpayment amount (See section “Electronic Overpayment Recovery”); and
- returning the calculated overpayment amount to the third party (See section “Electronic Overpayment Recovery”).

Allsup does not disclose the following limitation:

- determining if the claimant qualifies for SSDI from the SSA.

Allsup-corpser.htm teaches (pg. 2) that Allsup Inc. identifies early retirees of an employer who became disabled after separation and who qualify for Social Security disability benefits and Medicare.

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It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as taught by Allsup-corpser.htm within Allsup for the motivation to provide a that improves early retirees' cash position (pg. 2).

Allsup also does not disclose the following limitation:

- providing access to steps of the method by a third party through computerized access to those steps.

Gil teaches a method reporting in a supply chain involving an enterprise (Applicant's third party) and at least one partner (Applicant's service provider). Gil teaches that the enterprise can request access to real-time data stored in the partner's system, wherein the real-time data relates to a transaction in which the partner is involved. Gil teaches that the method converts the real-time data into a usable format usable and provides the data over a network to the enterprise (Abstract and ¶¶0009-0010).

Gil also teaches that vertically integrated, centrally managed business models are rapidly giving way to decentralized business models leveraging outsourcing and that the rationale behind outsourcing is simple: focus on core competencies, and for everything else, transfer responsibility to various types of service providers (or "partners") who can employ economies of scale and provide geographic coverage for product distribution, service, and manufacturing (¶¶0004).

It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as taught by Gil within

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Allsup for the motivation to provide a method for effectively coordinating execution of actions and events across a supply chain (§0006).

22. Claim 18 is rejected under 35 U.S.C. 103(a) as being unpatentable over Allsup, Gil and Allsup-corpser.htm as applied to claim 17 above, and further in view of Allsup Express, "Allsup Employee Newsletter Article: Bank Transaction Builds Client Base" (hereinafter Allsup Express).

As per claim 18, neither Allsup, Gil nor Allsup-corpser.htm discloses or teaches the following limitation; however, this is taught by The Allsup Express:

- further comprising deducting applicable fees from the calculated overpayment amount to the third party (pg. 1, middle column).

It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as taught by The Allsup Express within Allsup for the motivation to provide a method for effectively collecting fees from SSDI claimants that are unable or unwilling to pay the fees (pg. 1, left column).

23. Claims 19-20 and 25 are rejected under 35 U.S.C. 103(a) as being unpatentable over Allsup, in view of Brown.

As per claim 19, Allsup discloses a method for obtaining Social Security disability insurance benefits (SSDI) from the Social Security Administration (SSA) for a disabled individual and recovering overpaid benefits made by a third party, comprising:

- a service provider obtaining an award of SSDI for the disabled individual as a result of filing of the claim with the SSA (See section "Electronic Overpayment Recovery");
- the service provider obtaining from the disabled individual an authorization for direct recovery of the predetermined amount of the overpaid benefits from a deposit account (See section "Electronic Overpayment Recovery");
- the service provider electronically recovering by computer from the deposit account the predetermined amount of long-term disability benefits previously provided to the disabled person by the third party after the award of SSDI by SSA and the disabled individual's receipt of SSDI payments (See section "Electronic Overpayment Recovery").

Allsup does not disclose the following limitation:

- said third party calculating and electronically submitting to the service provider a predetermined amount of overpaid benefits to be recovered.

Brown teaches that the St. Petersburg Housing Authority in 1988 decided to "computer match" their tenant records with a program operated by the U.S. Department of Housing and Urban Development (HUD). The match is an effort to weed out public housing tenants who have cheated the federal government by receiving housing assistance payments higher than they were entitled to. Brown teaches that if there are discrepancies, HUD will calculate the amount of overpayment, then refer the case to the

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Housing Authority for collection (i.e. one entity calculates the overpayment, while a second entity handles the collection).

Allsup and Brown are both directed to collecting overpayments that were made to individuals in the form of assistance. Therefore, it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include in the overpayment collection method as disclosed by Allsup, the method of having a first entity calculated the overpayment amount, while a second entity handles the collection as taught by Brown, since the claimed invention is simply a substitution of one known element for another (i.e. who performs the overpayment calculation), and one of ordinary skill in that art would have recognized that the results of the substitution were predictable. See MPEP 2143 (Rev. 6, Sept. 2007), Rationale (B).

As per claim 20, Allsup discloses the following limitation:

- further comprising the step of transferring an overpaid amount from the service provider to the third party (See section "Electronic Overpayment Recovery").

As per claim 25, Allsup discloses the following limitation:

- wherein the step of said third party calculating and electronically submitting the overpayment amount to the service provider further comprising the third party calculating and electronically submitting the overpayment amount to the service provider through interactive computer access *before the step of the service provider electronically recovering*

from the deposit account the predetermined amount of long-term disability benefits previously provided to the disabled person by the third party (See section "Electronic Overpayment Recovery").

24. Claim 21 is rejected under 35 U.S.C. 103(a) as being unpatentable over Allsup, in view of Brown.

As per claim 21, neither Allsup nor Brown discloses or teaches the following limitation; however, this is taught by The Allsup Express:

- wherein the service provider deducts a service fee from the overpaid benefit amount before transferring an overpaid amount to the third party (pg. 1, middle column).

It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as taught by The Allsup Express within Allsup for the motivation to provide a method for effectively collecting fees from SSDI claimants that are unable or unwilling to pay the fees (pg. 1, left column).

25. Claims 22-24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Allsup, in view of Brown and Office Notice.

As per claims 22-24, neither Allsup nor Brown discloses or teaches the following limitations:

- wherein the step of obtaining from the disabled individual an authorization for direct recovery of a predetermined amount of the overpaid benefits from a deposit account is performed by telephone;
- wherein the step of obtaining from the disabled individual an authorization for direct recovery of a predetermined amount of the overpaid benefits from a deposit account is performed by a computer; and
- wherein the step of obtaining from the disabled individual an authorization for direct recovery of a predetermined amount of the overpaid benefits from a deposit account is performed by using a written form.

However, Office Notice is taken that at the time of Applicant's invention, it was well known that providing authorization to an entity, such as to a business, would be given either verbally, electronically or in writing. Therefore, it would have been obvious to include these elements forms of communications in a method involving the granting of authorization.

Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to GREGORY JOHNSON whose telephone number is (571)272-2025. The examiner can normally be reached on Monday - Friday, 8:30AM - 5:00PM.

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If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, ALEXANDER KALINOWSKI can be reached on (571) 272-6771. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Alexander Kalinowski/
Supervisory Patent Examiner, Art Unit 3691

GREGORY JOHNSON
Examiner, Art Unit 3691